# Agenda Action Report Prepared for the Cascade County Commission

ITEM: Award for Architectural Services for the

Addition of Two Classrooms at the Juvenile

Detention Center (JDC).

INITIATED AND PRESENTED BY: Brian K. Clifton, Public Works Director

ACTION REQUESTED: Approval of Contract 18-127

#### **BACKGROUND:**

Cascade County Public Works Department requested submittals for Statement of Qualifications (SOQ's) for architectural/engineering services relating to the design and construction of a 26' x 26' classroom at the end of each wing of the Juvenile Detention Center located at 1600 26<sup>th</sup> St S., Great Falls, MT 59405. Additional work on the existing roof, heat pump system and other repairs were addressed in the Request for Qualifications (RFQ) as well as the possibility of constructing eighteen (18) additional rooms if the chosen team is capable and able to perform these additional services. SOQ's were received by April 26, 2018, from Bechtle Architects of Bozeman, MT, and Nelson Architects of Great Falls, MT. Staff reviewed and scored the submittals based on the criteria set forth in the RFQ. Public Works staff negotiated with the highest scoring architectural firm, Nelson Architects, and reached an agreement.

#### **RECOMMENDATION:**

Cascade County Staff, after reviewing the Statement of Qualifications from submittals to the Cascade County Public Works Department, recommends that the Board of County Commissioners award the contract to Nelson Architects of Great Falls, MT.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-127 bid proposal from Nelson Architects for architectural/engineering services relating to the design and construction of a 26' x 26' classroom at the end of each wing of the Juvenile Detention Center located at 1600 26<sup>th</sup> St S., Great Falls, MT 59405, for a total cost to Cascade County of \$67,567.00 and instruct staff to complete the contracting process.

#### MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-127, bid proposal from Nelson Architects for architectural/engineering services relating to the design and construction of a 26' x 26' classroom at the end of each wing of the Juvenile Detention Center located at 1600 26<sup>th</sup> St S., Great Falls, MT 59405, for a total cost to Cascade County of \$67,567.00.



### Standard Short Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 9<sup>th</sup> day of July in the year 2018 (*In words, indicate day, month and year.*)

BETWEEN the Owner:

(Name, legal status, address and other information)

Cascade County, Other 121 4th Street North #2H-2I Great Falls MT 59401 Telephone Number: 406-454-6905

Fax Number: 406-454-6919

and the Architect:

(Name, legal status, address and other information)

Nelson Architects, Limited Liability Company 621 2nd Ave North Great Falls, MT 59401 Telephone Number: 406-727-3286

for the following Project: (Name, location and detailed description)

Cascade County Juvenile Detention Center 1600 26th Street South Great Falls, MT 59404 Add 2 26 x 26 classrooms with ADA restrooms, mechanical upgrades to existing system, new metal roof over entire building

The Owner and Architect agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

#### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Civil, Structural, Mechanical, Electrical

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105<sup>TM</sup>\_2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

#### ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information, which owner has represented to be accurate and complete for reliance purposes. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

#### ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

#### ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make undisputed payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

2

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$67,567.00

The Owner shall pay the Architect an initial payment of Zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid 45 (forty-five) days after the invoice date shall bear interest from the date payment is due at the rate of nine percent (9 %) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the written request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation, to be agreed upon in writing in advance. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond 18 (Eighteen ) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

See Attachment A and project preliminary budget numbers

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	ARCHITECT (Signature)
Brian Clifton, Public Works Director	Dale Nelson, Senior Managing Partner
(Printed name and title)	(Printed name, title, and license number, if required)

## Additions and Deletions Report for

AIA® Document B105<sup>™</sup> – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:27:37 on 07/09/2018.

#### PAGE 1

AGREEMENT made as of the 9th day of July in the year 2018

Cascade County, Other
121 4th Street North #2H-2I
Great Falls MT 59401
Telephone Number: 406-454-6905
Fax Number: 406-454-6919

Nelson Architects, Limited Liability Company
621 2nd Ave North
Great Falls, MT 59401
Telephone Number: 406-727-3286

Cascade County Juvenile Detention Center

1600 26th Street South Great Falls, MT 59404

Add 2 26 x 26 classrooms with ADA restrooms, mechanical upgrades to existing system, new metal roof over entire building

PAGE 2

Civil, Structural, Mechanical, Electrical

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Additions and Deletions Report for AIA Document B105<sup>TM</sup> – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:27:37 on 07/09/2018 under Order No.7496173321 which expires on 02/05/2019, and is not for resale.

User Notes:

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make <u>undisputed</u> payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

PAGE 3

#### \$67,567.00

The Owner shall pay the Architect an initial payment of  $\underline{\text{Zero}}$  (\$  $\underline{0}$ ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid (<u>45 (forty-five</u>) days after the invoice date shall bear interest from the date payment is due at the rate of <u>nine</u> percent (<u>9</u>%) <u>per month</u>, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the <u>written</u> request of the Owner, the Architect shall provide additional services not included in Article 1 for additional e<del>ompensation. compensation, to be agreed upon in writing in advance.</del> Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond 18 (Eighteen) months of the date of this Agreement through no fault of the Architect.

See Attachment A and project preliminary budget numbers	
Brian Clifton, Public Works Director	Dale Nelson, Senior Managing Partner

## Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Dale Nelson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:27:37 on 07/09/2018 under Order No. 7496173321 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105<sup>TM</sup> - 2017, Standard Short Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)			
(Time)			
(Dated)	 	 	



621 2nd Avenue North • Great Falls, MT 59401 • 406-727-3286 Office • 406-770-3088 Fax • info@nelsonarchitects.com • nelsonarchitects.com

#### Attachment A

June 28, 2018

Brian Clifton
Cascade County Planning Director
121 4th Street North
Great Falls, MT 59401
(Transmitted via e-mail: (bclifton@casadecountymt.gov)

RE: Fee Proposal for Design Services for Juvenile Detention Center

Brian:

We are pleased to be submitting this formal fee proposal for the addition of 2 classrooms.

Items to be included in this scope of work:

- Civil site design and drainage
- Code plan showing the increased building size and construction type, and any limitations
- · Site plan showing demo conditions and new conditions
- · Structural for new additions, including tie into existing
- · Architectural plans for additions and sitework
- Reroof of entire building
- · Provide Bidding and negotiation services for project
- Provide Construction Administration

This does not include any environmental testing or remediation monitoring. We will work with consultants as necessary for these services should it be needed during the scope of the project.

For this effort our design fee would be \$67,567.00. for standard services (Architectural, Structural, Mechanical, Electrical) for occupied, small, split up additions.

Thank you for the opportunity to submit this proposal. A draft contract is also attached for you to review. If there are any questions, please feel free to call me at any time. Thank you for your time.

Sincerely,

Dale Nelson, NCARB, AIA, LEED AP

DALE MELSON

Dream

Design

Build



621 2nd Avenue North Great Falls, MT 59401 406-727-3286 Office 406-770-3088 Fax info@nelsonarchitects.com nelsonarchitects.com

June 19, 2018 Mr. Brian Clifton Cascade County Planning Director

Please see the budget pricing below for the new additions, roofing replacement to the Cascade County JDC building.

CASCADE COUNTY JDC PROJECT BUDGET	PRICING
CONSTRUCT (2) EACH 26'-0" x 26"-0" ADDITIONS TO EAC EXISTING BUILDING BUDGET PRICING 1352 SF - CONST MATCH EXISTING BUILDING CONSTRUCTION	RUCTION TO
Demo Existing Walls for New Access into New Additions	\$2,500.00
New Building Addition Construction	\$439,400.00
New Addition Construction Budget Pricing Cost	\$441,900.00
REMOVE & REPLACE EXISTING METAL ROOFING BUDG 13200 SF	GET PRICING
Demo Existing Metal Roofing	\$23,100.00
Install New Metal Roofing	\$53,064.00
New Metal Roofing Budget Pricing Cost	\$76,164.00
REMOVE & REPLACE EXISTING MEMBRANE ROOFING BU 3200 SF	IDGET PRICING
Demo & Replace Existing Membrane Roofing	\$40,000.00
New Membrane Roofing Budget Pricing Cost	\$40,000.00
MECHANICAL MODIFICATIONS FOR NEW ROOFING BUD ALLOWANCE	OGET PRICING
Mechanical Modifications for New Roofing	\$5,000.00
Mechanical Modifications for New Roofing Budget Pricing	\$5,000.00
PROJECT TOTAL FOR ALL ITEMS LISTED ABOVE	\$563,064.00

Please feel free to contact me with any questions or concerns you may have pertaining to the above budget pricing.

Sincerely.

Scott Keller Nelson Architects









621 2nd Avenue North Great Falls, MT 59401 406-727-3286 Office 406-770-3088 Fax info@nelsonarchitects.com nelsonarchitects.com

Exhibit A

June 28, 2018

Brian Clifton
Cascade County Planning Director
121 4th Street North
Great Falls, MT 59401
(Transmitted via e-mail: (bclifton@casadecountymt.gov)

RE: Paddock Club - Preliminary Cost estimate and fees

Brian:

We are pleased to be submitting this preliminary cost estimate. The 8,000 SF metal building would have all existing exterior wall sheathing, purlins, and all interior framing, plumbing, electrical, security removed, and new lighting and security installed. A new 1,000 SF kitchen would be added to the corner of the building, towards the Grandstands and track. All new kitchen equipment would be added, and all new service windows at the exterior of the building. The existing bathrooms would be redone, and made fully ADA compliant, with new finishes and plumbing fixtures as needed.

Items to be included in this scope of work:

- Civil site design and drainage
- · Structural changes needed to open up building
- · Code plan showing exiting and ADA restrooms
- Site plan showing demo conditions and new conditions
- · Architectural plans for new kitchen, paddock area, and exterior windows, concessions areas
- Mechanical for project
- Electrical for project
- · Provide Bidding and negotiation services for project
- Provide Construction Administration

The existing building is 80' x 100' and the restrooms are 16' x 54' outside of that.

Preliminary estimate of construction for building - \$484,000

Preliminary estimate for all new kitchen equipment - \$186,000

Preliminary design fees would be - \$85,000 for all Architectural, structural, mechanical, electrical, kitchen deign and equipment specifications, all bid documents, bidding and construction administration as well.

This does not include any environmental testing or remediation monitoring. We will work with consultants as necessary for these services should it be needed during the scope of the project.

Thank you for the opportunity to submit this proposal.

Sincerely,

DALE NELSON

Dale Nelson, NCARB, AIA, LEED AP

Dream

Design

Build

# Agenda Action Report Prepared for the Cascade County Commission

ITEM:

Award for Architectural Services for the

remodel of the Paddock Club building located at

the Montana ExpoPark.

INITIATED AND PRESENTED BY:

Brian K. Clifton, Public Works Director

**ACTION REQUESTED:** 

**Approval of Contract 18-128** 

#### **BACKGROUND:**

In April of 2018, Cascade County Public Works Department requested submittals for Statement of Qualifications (SOQ's) for architectural/engineering services for prequalification for projects to be performed throughout the county over the next five (5) years. Public notice was published in the Great Falls Tribune on April 8, April 15, and April 22<sup>nd</sup> of 2018. Seventeen (17) firms submitted SOQ's and were scored by a four (4) member panel from the Public Works Department. All of the firms that submitted SOQ's were pre-approved based on their selected areas of expertise that they requested pre-qualifications for consideration.

In June of 2018, the Cascade County Commission directed the Public Works Department to proceed for their consideration of a remodel project to be performed on the Paddock Club building in conjunction with the already approved Grandstand remodel as these two projects are co-located and cost savings as well as efficiency could be gained by combining the two projects. The Public Works Department then selected from the list of pre-qualified architectural firms, Nelson Architects, as they are the architect on contract for the demolition of the Grandstand project and will provide cohesiveness with the additional work to be done on the adjoining Paddock Club building specifically as there will be site work that encompasses both sites for grading, drainage, storm water, and other architectural and civil work to be performed.

#### RECOMMENDATION:

Cascade County Staff, after reviewing the Statement of Qualifications from the Prequalified list of Cascade County Public Works Department, recommends that the Board of County Commissioners award the contract to Nelson Architects of Great Falls, MT.

#### TWO MOTIONS PROVIDED FOR CONSIDERATION:

#### MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-128, bid proposal from Nelson Architects for architectural/engineering services relating to the remodel of the Paddock Club building for design and construction located at 400 3<sup>rd</sup> Street NW in the Montana ExpoPark, for a total cost to Cascade County of \$85,000.00 and instruct staff to complete the contracting process.

#### MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-128, bid proposal from Nelson Architects for architectural/engineering services relating to the remodel of the Paddock Club building for design and construction located at 400 3<sup>rd</sup> Street NW in the Montana ExpoPark, for a total cost to Cascade County of \$85,000.00.





## Standard Short Form of Agreement Between Owner and Architect

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BETWEEN the Owner:

(Name, legal status, address and other information)

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and the Architect:

(Name, legal status, address and other information)

Nelson Architects, Limited Liability Company 621 2nd Ave North Great Falls, MT 59401 Telephone Number: 406-727-3286

for the following Project: (Name, location and detailed description)

Cascade County Paddock Club
400 3rd Street NW Great Falls, MT 59404
Remove most exterior walls, remodel restroom, kitchen, conf room, new floor pour over, new finishes on interior and exterior of building

The Owner and Architect agree as follows.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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Mechanical, Electrical and structural for remodel of existing building.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

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**User Notes:** 

2

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#### ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

See Attachment A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	ARCHITECT (Signature)
Brian Clifton, Public Works Director	Dale Nelson, Senior Managing Partner
(Printed name and title)	(Printed name, title, and license number, if required)

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Fax Number: 406-454-6919

Nelson Architects, Limited Liability Company
621 2nd Ave North
Great Falls, MT 59401
Telephone Number: 406-727-3286

<u>Cascade County Paddock Club</u> 400 3rd Street NW Great Falls, MT 59404

Remove most exterior walls, remodel restroom, kitchen, conf room, new floor pour over, new finishes on interior and exterior of building

PAGE 2

Mechanical, Electrical and structural for remodel of existing building.

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. information, which owner has represented to be accurate and complete for reliance purposes. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

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In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make <u>undisputed</u> payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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#### \$85,000.00

The Owner shall pay the Architect an initial payment of  $\underline{\text{Zero}}$  (\$  $\underline{0}$ ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid 45 (forty-five) days after the invoice date shall bear interest from the date payment is due at the rate of nine percent (9 %) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the <u>written</u> request of the Owner, the Architect shall provide additional services not included in Article 1 for additional <del>compensation.</del> compensation to be agreed upon in writing in advance. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond <u>6</u> (<u>Six</u>) months of the date of this Agreement through no fault of the Architect.

See Attachment A	
Brian Clifton, Public Works Director	Dale Nelson, Senior Managing Partner

### Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Dale Nelson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:36:55 on 07/09/2018 under Order No. 7496173321 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105<sup>TM</sup> – 2017, Standard Short Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)		
(Title)		
(Dated)		



621 2nd Avenue North Great Falls, MT 59401 406-727-3286 Office 406-770-3088 Fax info@nelsonarchitects.com nelsonarchitects.com

Exhibit A

June 28, 2018

Brian Clifton
Cascade County Planning Director
121 4th Street North
Great Falls, MT 59401
(Transmitted via e-mail: (bclifton@casadecountymt.gov)

RE: Paddock Club – Preliminary Cost estimate and fees

Brian:

We are pleased to be submitting this preliminary cost estimate. The 8,000 SF metal building would have all existing exterior wall sheathing, purlins, and all interior framing, plumbing, electrical, security removed, and new lighting and security installed. A new 1,000 SF kitchen would be added to the corner of the building, towards the Grandstands and track. All new kitchen equipment would be added, and all new service windows at the exterior of the building. The existing bathrooms would be redone, and made fully ADA compliant, with new finishes and plumbing fixtures as needed.

Items to be included in this scope of work:

- · Civil site design and drainage
- Structural changes needed to open up building
- Code plan showing exiting and ADA restrooms
- · Site plan showing demo conditions and new conditions
- Architectural plans for new kitchen, paddock area, and exterior windows, concessions areas
- Mechanical for project
- Electrical for project
- · Provide Bidding and negotiation services for project
- Provide Construction Administration

The existing building is 80' x 100' and the restrooms are 16' x 54' outside of that.

Preliminary estimate of construction for building - \$484,000

Preliminary estimate for all new kitchen equipment - \$186,000

Preliminary design fees would be - \$85,000 for all Architectural, structural, mechanical, electrical, kitchen deign and equipment specifications, all bid documents, bidding and construction administration as well.

This does not include any environmental testing or remediation monitoring. We will work with consultants as necessary for these services should it be needed during the scope of the project.

Thank you for the opportunity to submit this proposal.

Sincerely.

Dale Nelson, NCARB, AIA, LEED AP

DAIE NELSON

Dream Design Build